



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

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August 19, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH AMERICAN LEGAL SUPPORT SERVICES, INC. (ALSSI)
FOR DAILY COURT FILING AND RELATED SERVICES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT

Approve and instruct the Chair to sign a contract for daily court filing and related services with American Legal Support Services, Inc. (ALSSI), effective the later of September 1, 2008 or approval by your Board, for a three (3) year period with two (2) one year renewal options, for a total contract period no more than five (5) years.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign a contract for daily court filing and related services with American Legal Support Services, Inc. (ALSSI), substantially in the attached form, effective the later of September 1, 2008 or approval by your Board, for a three (3) year period with two (2) one-year renewal options, for a total contract period of no more than five (5) years.

2. Delegate authority to the County Counsel or his designee to renew the contract for the additional renewal options, if the County Counsel determines that renewal is warranted.
3. Delegate authority to the County Counsel to execute future amendments to modify the terms of the Statement of Work that do not materially alter the contract, and/or change certain terms and conditions in the Agreement as required by the Board of Supervisors or Chief Executive Officer (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Office of the County Counsel presently obtains daily court filing and related services under an existing agreement, County Contract No. 74497, with ALSSI, which is scheduled to expire on August 31, 2008. The recommended contract will replace the existing agreement for these services.

Implementations of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective and goal-oriented.

Fiscal Impact/Financing

The monthly rate under the recommended contract is \$9,500, which will be funded in the Office of the County Counsel's Fiscal Year 2008-2009 budget. Such monthly rate, plus any applicable cost-of-living adjustments described under the Contracting Process section below, will be appropriately budgeted by the Office of the County Counsel for all subsequent fiscal years during the term of the recommended contract, including the two (2) optional years, if renewed as provided under the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract is exempt from the requirements of the Los Angeles County Code Chapter 2.121 because the services are required on a part-time or intermittent basis. ALSSI has the resources and personnel to meet the Office of the County Counsel's daily court filing and related services requirements.

The Office of the County Counsel approves of the recommended contract as to form.

CONTRACTING PROCESS

The contracting process was accomplished through an open competitive bid and selection process. The Request For Proposals was advertised in nine (9) local newspapers and on the

Los Angeles County Office of Small Business Web Site. Five (5) firms responded and were sent the Request For Proposals. As of the submission deadline, the Office of the County Counsel received three (3) proposals, all of which were found qualified for evaluation. The evaluation of the proposals was based on criteria outlined in the Request For Proposals that included the proposer's qualifications and experience, its approach to providing services, its quality control plan, acceptance of all contract terms and conditions, and price. The evaluation results which included a site visit showed ALSSI scored the highest points, and received the Evaluation Committee's recommendation for the award of the recommended contract.

The recommended contract allows for an annual cost-of-living adjustment to the monthly rate in accordance with applicable County policy adopted by your Board.

IMPACT ON CURRENT SERVICES

The award of the recommended contract will not result in the displacement of any County employees, as the Office of the County Counsel is presently contracting with the private sector for daily court filing and related services.

CONCLUSION

Instruct the Chair to return a copy of the adopted Board letter and two (2) copies of the recommended contract, containing original signatures, to the Office of the County Counsel's Administrative Services Bureau.

Respectfully submitted,



RAYMOND G. FORTNER, JR.
County Counsel

RGF:vs

Attachments (1)

c: William T Fujioka
Chief Executive Officer

Sachi A. Hamai, Executive Officer
Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN LEGAL SUPPORT SERVICES, INC.

FOR

DAILY COURT FILING

AND RELATED SERVICES

76664

13 AUG 19, 2008

TABLE OF CONTENTS

PARAGRAPH	TITLE	
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT - COUNTY	7
	COUNTY ADMINISTRATION	7
6.1	COUNTY'S PROJECT DIRECTOR	7
6.2	COUNTY'S CONTRACT ADMINISTRATOR	7
7.0	ADMINISTRATION OF CONTRACT – CONTRACTOR	8
7.1	CONTRACTOR'S PROJECT MANAGER	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	CONTRACTOR'S STAFF IDENTIFICATION	8
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	9
7.5	CONFIDENTIALITY	10
8.0	STANDARD TERMS AND CONDITIONS	11
8.1	AMENDMENTS	11
8.2	ASSIGNMENT AND DELEGATION	12
8.3	REPRESENTATIONS AND WARRANTIES	14
8.4	BUDGET REDUCTIONS	14
8.5	COMPLAINTS	15
8.6	COMPLIANCE WITH APPLICABLE LAW	16
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	17
8.9	CONFLICT OF INTEREST	19
8.10	CONSIDERATION OF HIRING County EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	20
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	20
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20
8.13	CONTRACTOR ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	24

TABLE OF CONTENTS

PARAGRAPH	TITLE	
8.14	CONTRACTOR WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	25
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	26
8.18	FACSIMILE REPRESENTATIONS.....	27
8.19	FAIR LABOR STANDARDS	27
8.20	FORCE MAJEURE.....	27
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	28
8.22	INDEPENDENT CONTRACTOR STATUS.....	28
8.23	INDEMNIFICATION	29
8.24	GENERAL INSURANCE REQUIREMENTS.....	29
8.25	INSURANCE COVERAGE REQUIREMENTS.....	32
8.26	WITHHOLDS; LIQUIDATED DAMAGES; CORRECTIVE ACTION.....	33
8.27	MOST FAVORED PUBLIC ENTITY	35
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	35
8.29	NON EXCLUSIVITY	37
8.30	NOTICE OF DELAYS.....	37
8.31	NOTICE OF DISPUTES	38
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	38
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	38
8.34	NOTICES	39
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	39
8.36	PUBLIC RECORDS ACT	39
8.37	PUBLICITY.....	40
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	41
8.39	RECYCLED BOND PAPER.....	43
8.40	SUBCONTRACTING.....	43
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	44
8.42	TERMINATION FOR CONVENIENCE	45
8.43	TERMINATION FOR DEFAULT	46
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	48

TABLE OF CONTENTS

PARAGRAPH	TITLE	
8.45	TERMINATION FOR INSOLVENCY	48
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	49
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	49
8.48	VALIDITY	50
8.49	WAIVER.....	50
8.50	WARRANTY AGAINST CONTINGENT FEES.....	50
8.51	CONTRACTOR'S OBLIGATIONS AS A NON BUSINESS ASSOCIATE UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)	51
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	52
8.53	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	53
8.54	HEADINGS	54
8.55	SURVIVAL	55
SIGNATURES		55

TABLE OF CONTENTS

PARAGRAPH STANDARD EXHIBITS

TITLE

A	STATEMENT OF WORK
B	PRICING SCHEDULE
C	PERFORMANCE REQUIREMENTS SUMMARY
D	CONTRACTOR EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR ADMINISTRATION
G	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
H	JURY SERVICE ORDINANCE
I	SAFELY SURRENDERED BABY LAW

TECHNICAL EXHIBITS

J.	CONTRACT DISCREPANCY REPORT
K.	COUNTY COUNSEL COURT FILING INSTRUCTION SHEET
L.	CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT (UCR) FORM DIRECTORIES
M.	COUNTY COUNSEL SITE LOCATIONS CHARTS
N.	DIRECTORY OF SOUTHERN CALIFORNIA COURTS
O.	COURT FILING PROCEDURES

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AMERICAN LEGAL SUPPORT SERVICES, INC.
FOR
DAILY COURT FILING
AND RELATED SERVICES**

This Contract is effective as of this the Effective Date by and between the County of Los Angeles, hereinafter referred to as County, and American Legal Support Services, Inc., hereinafter referred to as Contractor. Contractor is located at 5503 Cahuenga Boulevard, Suite 200, Los Angeles, CA 91601.

RECITALS

WHEREAS, the County may contract with private businesses for daily court filing and related services when certain requirements are met; and

WHEREAS, the Contractor provides daily court filing and related services; and

WHEREAS, this Contract is authorized under Section 31000 of the California Government Code and otherwise;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

The Contract and Exhibits A through O attached to and incorporated by reference into this Contract are collectively referred to as "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or

the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base Contract and then to the Exhibits according to the following priority.

- 1.1 EXHIBIT A -Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C -Performance Requirements Summary
- 1.4 EXHIBIT D –Contractor's EEO Certification
- 1.5 EXHIBIT E -County's Administration
- 1.6 EXHIBIT F –Contractor's Administration
- 1.7 EXHIBIT G -Contractor Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H -Jury Service Ordinance
- 1.9 EXHIBIT I -Safely Surrendered Baby Law

Technical Exhibits:

- 1.10 EXHIBIT J-Contract Discrepancy Report
- 1.11 EXHIBIT K-County Counsel Court Filing Instruction Sheet
- 1.12 EXHIBIT L-User Complaint Report (UCR)
- 1.13 EXHIBIT M-County Counsel Site Locations
- 1.14 EXHIBIT N-Directory of Southern California Courts
- 14.15 EXHIBIT O-Court Filing Procedures

2.0 DEFINITIONS

The following capitalized terms as used herein shall be construed to have the following meaning:

- 2.1 **Business Day:** Monday through Friday, excluding County holidays.
- 2.2 **Contract:** As defined in Paragraph 1.0.
- 2.3 **Contractor:** As defined in the preamble of this Contract.

- 2.4 Contractor's Project Manager:** As defined in Sub-paragraph 7.1.
- 2.5 County:** As defined in the preamble of this Contract.
- 2.6 County's Contract Administrator:** As defined in Sub-paragraph 6.2.
- 2.7 County's Project Director:** As defined in Sub-paragraph 6.1.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Effective Date:** The later of September 1, 2008 and the date on which County's Board of Supervisors has approved of this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Commencing on the Effective Date, pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in this Contract, including but not limited to *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing on the Effective Date, unless sooner terminated, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the term of this Contract for up to two (2) additional one-year periods, for a maximum

total Contract term of five (5) years. Each such option to extend shall be exercised at the sole discretion of the County Counsel or such person's designee.

- 4.3 As used in this Contract, the phrases "term of this Contract" and "Contract term", and phrases of similar import shall mean the term of this Contract as provided in this Paragraph 4.0, including as extended under Sub-paragraph 4.2.
- 4.4 The Contractor shall notify County Counsel when this Contract is within six (6) months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County's Project Director and County's Contract Administrator at the address provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 Contractor shall invoice the County monthly in arrears for services rendered at the monthly retainer rate set forth on *Exhibit B - Pricing Schedule*. Subject to Sub-paragraph 5.5.7 below, the monthly retainer rate is good for the term of this Contract. Subject to Sub-paragraph 5.5.7 below, the maximum amount payable by County to the Contractor for all tasks and services under this Contract shall for each month during the term of this Contract, shall not exceed the rate set forth on *Exhibit B-Pricing Schedule*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the maximum amount payable by County to

Contractor under this Contract as identified in Sub-paragraph 5.1. Upon occurrence of this event, the Contractor shall send written notification to the County's Project Director and County's Contract Administrator at the address provided in *Exhibit E - County's Administration*.

- 5.4 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County's Project Director and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice, monthly in arrears, the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare an invoice, which shall include the Contractor's monthly retainer fee owed to the Contractor by the County under the terms of this Contract, as such retainer fee is set forth in *Exhibit B – Pricing Schedule*. The County shall pay each invoice after such invoice has been approved by the County's Contract Administrator. The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the County's Contract Administrator at the address provided in *Exhibit E-County's Administration*.
- 5.5.6 All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt by the County of properly prepared invoices. Upon approval of these invoices, payment by the County shall be made monthly, subject to auditing requirements of the County Auditor-Controller and provided that a Contractor is not in default under any provision of this Contract.
- 5.5.7 The monthly retainer rate identified on *Exhibit B-Pricing Schedule* may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside –Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for

any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent County's Board of Supervisors from approving any increase in County employee salaries; no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

Listings of all County Administration referenced in the following sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- confirming that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Contract Administrator

The responsibilities of the County's Contract Administrator include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

Except as stated expressly elsewhere in this Contract, the County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager shall be a full time employee of Contractor and is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

7.1.3 The Contractor's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 The Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of

the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 The Contractor shall notify the County within one business day when staff is terminated from working under this Contract. The Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 The Contractor shall maintain the confidentiality of all records, information and other materials obtained from the County (in this Sub-paragraph 7.5, "Confidential Information") under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Without limiting the foregoing, Contractor acknowledges and agrees that attorney-client privilege applies to the Confidential Information, and Contractor shall be bound by the California State Bar Rules of Professional Conduct with respect to the Confidential Information. The Contractor shall not use any Confidential Information for any reason other than as required to perform task, deliverables, goods services and other work under this Contract.

- 7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Selected daily court filing and related services staff shall acknowledge the application the attorney-client privilege, and shall be bound by the California State Bar Rules of Professional Conduct, and shall sign an Acknowledgement and Confidentiality Agreement substantially in the form attached to their Contract as Exhibit G, with such changes as are approved in advance by County's Project Director.
- 7.5.3 Contractor shall be fully liable and responsible for failure of any of its officers, employees, agents, subcontractors and/or selected daily court filing and related services staff to comply with the confidentiality provisions of this Contract.
- 7.5.4 Upon expiration or termination of this Contract for any reason, Contractor shall assist County, at no cost to County, with returning the Confidential Information to County or transitioning the Confidential Information to a new daily court filing and related services vendor, in each case, in accordance with instructions provided by County's Project Director.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

Except as expressly stated elsewhere in this Contract, no change to this Contract shall be effective unless in accordance with the following:

- 8.1.1 For any change which does not materially affect the scope of work, term, Contract sum under Sub-paragraph 7.1, payments, or any other term or condition included under this Contract, a written Amendment shall be prepared and executed by an

authorized representative of Contractor and by the County's Project Director.

- 8.1.2 For any change which materially affects the scope of work, term, Contract sum under Sub-paragraph 7.1, payments, or any other term or condition included under this Contract, a written Amendment shall be prepared and executed by an authorized representative of Contractor and by County's Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a written Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Contract Administrator.
- 8.1.4 Notwithstanding Paragraph 8.1.2, the County Counsel or such person's designee, may at his/her sole discretion, authorize extensions under Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a written Amendment to the Contract shall be prepared and executed by the Contractor and by the County Counsel or such person's designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 REPRESENTATIONS AND WARRANTIES

8.3.1 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3.2 All services under this Contract will be provided in a skillful, competent and workmanlike manner and in accordance with the professional standards of skill and care that are exercised by third parties providing similar services.

8.3.3 This Contract is neither subject nor subordinate to any right or claim of any third party, including Contractor's creditors. Contractor shall not subordinate this Contractor or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's exercise of all rights granted under this Contract.

8.3.4 Contractor has the full power and authority to grant to County all rights granted under this Contract. No consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect.

8.3.5 Neither the performance of this Contract by Contractor, nor the exercise by County of any rights granted under this Contract will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractor of any such laws, rules, regulation, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any

project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one

or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of

the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons

implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates

a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County Counsel will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the County Counsel shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractor of Contractor

These terms shall also apply to subcontractor of County Contractor's.

8.13 CONTRACTOR ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractor, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to the Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine

restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or

taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

Notwithstanding any provision to the contrary in this Contract, the Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract an/or Contractor's breaches of its obligations under this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractor, to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to County's Contract Administrator at the address provided in *Exhibit E- County's Administration* prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate

surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County

"Non-employee Injury Report" to the County's Contracts Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for subcontractor: The Contractor shall ensure any and all subcontractor performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractor, or
- The Contractor providing evidence submitted by subcontractor, evidencing that subcontractors, maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 **Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of the Agreement.

8.25.4 **Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 WITHHOLDS; LIQUIDATED DAMAGES; CORRECTIVE ACTION

8.26.1 If, in the judgment of the County Counsel, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at

his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Counsel, or his/her designee.

8.26.2 If the County Counsel determines that there are deficiencies in the performance of this Contract that the County Counsel deems are correctable by the Contractor over a certain time span, the County Counsel will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Counsel may:

a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contractor's monthly retainer fee set forth on *Exhibit B – Pricing Schedule*; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the *Performance Requirements Summary (PRS)*, as defined in *Exhibit C*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County Counsel from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or County's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the County's Project Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process

for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate

any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the

County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's cost obligation for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's cost obligation for such work is more than the payments made by the

County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractor and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the county from each approved subcontractor. The Contractor shall ensure delivery of all such documents to County's Contract Administrator at the address provided in *Exhibit E - County's Administration* before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor

under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractor(s)" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or

not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the

County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 CONTRACTOR'S OBLIGATIONS AS A NON BUSINESS ASSOCIATE UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify County Counsel management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.52.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.52.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.52.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld

information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 8.53.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 8.53.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.53.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.53.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.54 HEADINGS

The paragraph and subparagraph headings in this Contract are for convenience and reference only and are not intended to define the scope of any such paragraph or subparagraph.

8.55 SURVIVAL

The following provisions shall survive expiration or termination of this Contract: Paragraph 1.0, 2.0, 3.2, 5.4, 7.5, 8.6, 8.17, 8.20, 8.21, 8.22, 8.23, 8.24, 8.25, 8.26, 8.36, 8.40.3, 8.42, 8.43.2, 8.43.3, 8.48, 8.49, 8.51 and this Paragraph 8.55.

*

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:

AMERICAN LEGAL SUPPORT SERVICES, INC.

By E. Schwartz
Michael Schwartz ~~CO~~ SHENBERGER
President VICE PRESIDENT

COUNTY OF LOS ANGELES

By George B. Bente
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By Amanda M.L. Drukken
Amanda M.L. Drukken
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 AUG 19 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76664

Exhibit A

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	1
2.0	ADDITION / DELETION FACILITIES, TASKS / WORK HOURS	1
3.0	QUALITY CONTROL.....	2
4.0	QUALITY ASSURANCE PLAN	3
4.1	Contract Discrepancy Report.....	3
4.2	User Complaint Form.....	3
4.3	County Observations	4
5.0	DEFINITIONS	4
6.0	RESPONSIBILITIES.....	5
6.1	Project Manager	5
6.2	Personnel.....	5
6.3	Other Responsibilities	7
6.4	Uniform/Identification Badges.....	7
6.5	Materials and Equipment.....	8
6.6	Training.....	8
6.7	Contractor's Office	9
7.0	HOURS / DAYS OF WORK.....	9
8.0	SPECIFIC WORK REQUIREMENTS	9
9.0	PERFORMANCE REQUIREMENTS SUMMARY	12

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide daily court filing and related services upon request from County Counsel's attorney, legal support, and secretarial, administrative support and management personnel, all as further described in this Exhibit A.
- 1.2 Upon request by County Counsel, Contractor shall provide the above services at all County site locations listed on *Technical Exhibit M, County Counsel Site Locations* (collectively, County Facilities, each a County Facility). County may, on reasonable notice, add other site locations to this list.
- 1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County Counsel reserves the right to require the Contractor to perform specific tasks and/or work extra hours in addition to what are stated in this Exhibit A, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.
- 2.2 All changes must be made in accordance with Sub-paragraph 8.1, Amendments, of the body of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County's

Contract Administrator for review. The Quality Control Plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met, which method shall address, but not be limited to, the following;
 - 3.1.1 Activities to be monitored to ensure compliance with all Contract requirements;
 - 3.1.2 Monitoring methods to be used;
 - 3.1.3 Frequency of monitoring with specific timelines, if possible;
 - 3.1.4 Forms to be used in monitoring;
 - 3.1.5 Title / level and qualifications of personnel performing monitoring functions; and
 - 3.1.6 Documentation methods for all monitoring results, including any corrective action taken.
- 3.2 A protocol for addressing/ resolving operations problems identified by the County that shall include, but not be limited to, the following elements:
 - 3.2.1 The procedure flow starting from recording of identified problem, investigation, corrective action, up to feedback on corrective action and preventive maintenance plan to County Counsel;
 - 3.2.2 The records, reports and forms to be used; and
 - 3.2.3 The Contractor's personnel responsible for each task and time limits set for each task.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the body of the Contract, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.*

4.1 Contract Discrepancy Report

Notification of any discrepancy between Contractor's performance and the terms of the Contract will be made to the County's Contract Administrator as soon as possible whenever a discrepancy is identified. The problem shall be resolved within any time period prescribed by this Contract, and if one is not prescribed, within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Administrator will determine whether a formal Contract Discrepancy Report, attached as *Technical Exhibit J*, shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Administrator within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Administrator within ten (10) business days.

4.2 User Complaint Form

Problems relating to the performance of the Contractor's personnel may be recorded by the County on a User

Complaint Report Form (hereinafter referred to as "UCR"), Technical Exhibit L. The Contractor shall respond in writing to the issue(s) stated in the UCR.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Other County Rights and Remedies

The provisions of this Paragraph 4.0 are in addition to the other rights and remedies available to County under the Contract or at law. This Paragraph 4.0 shall not limit County's ability to exercise any such rights and remedies.

5.0 DEFINITIONS

As used in this Exhibit A, the following terms have the following meanings, whether or not capitalized:

Business Day shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

6.0 RESPONSIBILITIES

In addition to the other responsibilities set forth in the Contract and this Exhibit A, Contractor's responsibilities are as follows:

6.1 Project Manager

- 6.1.1 Contractor's Project Manager is identified under Paragraph 7.1 of the body of the Contract.
- 6.1.2. Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached.
- 6.1.3 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 6.1.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.1.5 Project Manager shall have three (3) years of documented experience in the business of daily court filings services.

6.2 Personnel

- 6.2.1 Contractor shall assign a sufficient number of staff to perform the required work under this Exhibit A and elsewhere in the Contract. **Staff assigned to County must write, speak and understand English, and shall be authorized to act for Contractor in every detail.**
- 6.2.2 Contractor's court filing staff assigned to the County must have at least one (1) year of probate court filing experience and a minimum of six (6) months experience filing civil court documents.

- 6.2.3 Contractor shall be required to background check their staff as set forth in Sub-paragraph 7.4-Background Security Investigations, of the Contract.
- 6.2.4 Contractor's staff used to provide services, supervise Contractor's personnel who provide services, directly or indirectly administer a contract shall agree in writing to keep all work performed for County Counsel confidential, including but not limited to, communications protected by attorney-client privilege; and shall acknowledge in writing that the practice of law in County Counsel is governed by the California State Bar Rules of Professional Conduct, and to the extent applicable to such staff, shall agree to be bound by them.
- 6.2.5 Staff provided by Contractor shall be accustomed to a complex, fast paced, confidential and high-pressure work environment.
- 6.2.6 Staff provided by Contractor may handle sensitive materials and perform confidential duties.
- 6.2.7 Staff provided by Contractor may be required to drive vehicles in performance of their duties and may be required to provide proof of valid drivers license and auto insurance.
- 6.2.8 Contractor shall be responsible for providing competent support staff. The staff must have a neat appearance and professional demeanor. Contractor shall be responsible for fulfilling the requirements of this Exhibit A and otherwise of the Contract, and shall establish an effective management and organization structure.
- 6.2.9 Contractor's staff shall observe all applicable Cal-OSHA and County safety requirements while at County's Facilities.
- 6.3 Other Responsibilities

6.3.1 All Contractor personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the Contract.

6.3.2 Contractor must have established document and data security, and control procedures to ensure compliance with County requirements.

6.3.3 Contractor shall be responsible for the safety of equipment, material and staff under the Contractor's jurisdiction during Contractor's working hours including those working hours required under this Exhibit A

6.4 Identification Badges

6.4.1 Contractor shall furnish and require everyone on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.5 Materials and Equipment

6.5.1 The purchase of all equipment and other materials to provide the needed services is the responsibility of the Contractor. Contractor shall use equipment and other materials that are safe for the environment and safe for use by the employee.

6.5.2 Contractor shall provide labor, facility, telephone services, utilities, equipment, vehicles, supplies and forms necessary to maintain control, confidentiality, and accountability of County records.

6.6 Training

- 6.6.1 Contractor shall provide training programs for all new staff and continuing in-service training for all staff.
- 6.6.2 All staff shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.
- 6.6.3 Contractor shall train County staff at no additional cost to County with respect to Contractor's daily court filing described in Paragraph 8.0 of this Exhibit A.

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one staff member who can respond to service requests, inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within one hour of resuming office hours.**

7.0 HOURS/DAYS OF WORK

- 7.1 Contractor's staff will be available to receive requests for service from 8:00 a.m. till 5:00 p.m. Monday through Friday.

- 7.2 Contractor shall not provide service on County recognized holidays. These holidays may change slightly from year to year. The County's Contract Administrator shall provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 SPECIFIC WORK REQUIREMENTS

- 8.1 Daily pickup / delivery of an unlimited number of court filings and related documents from designated mail bins at the County Counsel's main office (500 West Temple St., Los Angeles, CA 90012, Sixth Floor) and designated other County Facilities at 10:30 a.m. for morning filings, and 2:30 p.m. for afternoon filings. Timely arrival of court filer to County's designated pickup / delivery areas.
- 8.2 Contractor shall review the County's Court Filing Instruction Sheet(s)- *Technical Exhibit K*, (each referred to in this Exhibit A as a "Court Filing Instruction Sheet"), provided with each court filing and shall submit the Court Filing Instruction Sheet with all the court filing document(s). Each court filing must be filed as instructed in the Court Filing Instruction Sheet, including within the timeframe specified in the Court Filing Instruction Sheet. Contractor shall follow the court filing procedures as stated in *Technical Exhibit O*.
- 8.3 Contractor shall file civil and probate court documents in the proper central district and other outer-branch courts, including designated window or room number, and perform general court filing duties as described in this Exhibit A under the direction of the County's Contract Administrator.
- 8.4 Contractor shall provide daily court filing and related services to the Office of the County Counsel at any of the County Facilities.

- 8.5 Civil and probate court filing personnel shall adhere to all requirements as stated in Exhibit A, which includes the requirements to:
- a. Review the Court Filing Instruction Sheet and attached documents to determine required action and for completeness.
 - b. If the Court Filing Instruction Sheet or attached document(s) are incomplete, immediately contact the County's Contract Administrator or designee for correction.
- 8.6 Return conformed copies of any and all court filings and their related Court Filing Instruction Sheets to County's administrative staff within 1 to 3 days from the date of filing, depending on local or outer branch filing.
- 8.7 Upon request from County's Contract Administrator or Court Clerk:
- Pull court files for review or xeroxing
 - Pull register pages
 - Pull court notes
 - Submission of request for search
 - Pull files from archives or the courthouse
 - Ensure that file copy and Court Filing Instruction Sheet are conformed by the Court Clerk, and/or personally conform the document when requested by the Court Clerk.
 - Return conformed copy of filed document and Court Filing Instruction Sheet to County's Contract Administrator or designee on the same day of pick-up, or on the next working day when applicable.
 - Obtain certified copies of various court documents upon request of County Counsel staff.
 - Provide a status report to County's Contract Administrator on the next business day on the reason for the delayed processing of the filing request and the anticipated completion date.

- Pull wills from the court vault when applicable.
- Request court clerk to prepare a temporary file jacket when applicable.
- Ensure the court clerk has entered the necessary data when applicable.
- Assist County's Contract Administrator or Court Clerk in the correction of errors (e.g., incorrect case number, title, hearing date of department) in the original court documents when applicable.
- Obtain approval of court orders when applicable.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS), attached as *Exhibit C*, are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the County may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not limit or preclude the County's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in the Contract, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience* or exercise any other rights or remedies available under the Contract, at law or in equity.

EXHIBIT B

PRICING SCHEDULE

The retainer rate will be invoiced monthly, in arrears, as described in Sub-paragraph 5.5 of this Contract.

Monthly Retainer Rate: \$9,500 per month

PERFORMANCE REQUIREMENT SUMMARY

Exhibit C

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS relates to this Contract (together with all exhibits thereto, "Contract") for Daily Court Filing and Related Services. Capitalized terms used in this PRS Chart without definition to have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limited the County's right to damages for any breach of the Contract provided by law and shall not, in any manner, restrict or limited the County's right to terminate the Contract as described in the body of the Contract.

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Sub-paragraph 5.5- Invoices and Payments	5.5.1 The Contractor shall invoice the County monthly in arrears, the County only for providing the tasks, deliverable, goods, services, and other work specified in Exhibit A- Statement of Work and else where under the Contract	Inspection by County of Invoices and Statements Interviews of concerned County personnel	\$200 for every month with reported/ observed discrepancies, in addition to the individual adjustments computed using the prices in <i>Exhibit B- Pricing Schedule</i> .
	5.5.2 The Contractor's invoices shall be priced in accordance with <i>Exhibit B- Pricing Schedule</i> .	Observation/ reports by County personnel	
Contract: Paragraph 7.0 – Administration of Contract – Contractor	7.1.1 The Contractor's Project Manager is designated in <i>Exhibit F- Contractor's Administration</i> . The Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 for each instance of failure to notify County of change(s)
Contract: Sub-paragraph 8.40 - Subcontracting	8.40 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County as specified in Sub-paragraph 8.40	Inspection & Observation	Any attempt by the County to subcontract without prior consent of the County may be deemed a material breach of this contract option to terminate contract.

REFERENCE			METHOD	FEES TO BE ASSESSED
Statement Of Work (SOW) Paragraph 1.0- Scope of Work	1.1	Contractor shall provide daily court filing and related services upon request from County Counsel's attorney, legal support, and secretarial, administrative support and management personnel, all as further described in Exhibit A	Random monitoring/ User Complaint Reports by County personnel Interviews of requesting parties/ addressees	\$200 for every month with more than one instance of unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract.
	1.2	Upon request by County Counsel, Contractor shall provide the above services at all County site locations listed on Technical Exhibit M, County Counsel Site Locations (collectively, County Facilities, each a County Facility). County may, on reasonable notice, add other site locations to this list.		
Statement of Work (SOW): Paragraph 3.0-Scope of Work	3.0	The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Quality Control Plan shall be submitted to the County's Contract Administrator for review.	Random monitoring & inspection Interviews of requesting parties/addressees	\$200 for every month with more than one instance of unsatisfactory service; if not corrected within 90 days/ 3 months of notice, option to terminate contract

REFERENCE		METHOD	FEES TO BE ASSESSED
SOW: Paragraph 8. Specific Work Requirements	8.1	Daily pickup/delivery of an unlimited number of court filings and related documents from designated mail bins at the County Counsel's main office (500 West Temple St., Los Angeles, CA 90012, Sixth Floor) and designated other County Facilities at 10:30 a.m. for morning filings, and 2:30 p.m. for afternoon filings. Timely arrival of court filer to County's designated pickup/delivery areas.	Within 30 minutes of designated times. If late, documents that are same day filing may be in jeopardy of being filed as requested
	8.2	Contractor shall review County's Court Filing Instruction Sheet- Technical Exhibit K, provided with each court filing and shall submit the court Filing Instruction Sheet with all the court filing document(s). Each court filing must be filed as instructed in the <i>Court Filing Instruction Sheet</i> , including within the timeframe specified in the Court Filing. Contractor shall follow the court filing procedures as stated in Technical Exhibit O	Random monitoring & inspection
			\$50 for each month that has 2 occurrences. If not corrected the following month \$100 for 1 occurrence, and if not corrected in the following month cancellation of contract.
			\$200 each month that Contractor makes two or more filing errors which adversely affect County. If not corrected cancellation of contract.

EXHIBIT D

CONTRACTOR EEO CERTIFICATION

AMERICAN LEGAL SUPPORT SERVICES
Contractor Name
5503 CATHENUA BLVD., N. HOLLYWOOD, CA 91601
Address
77-0450074
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR SPECIFIC CERTIFICATIONS

- | | | | |
|---|---|---|-----------------------------|
| 1 | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2 | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3 | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4 | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

ED SHENBERGER, V.P.
Authorized Official's Printed Name and Title
E. Shenberger
Authorized Official's Signature
8-1-08
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Brenda Washington

Title: County's Project Director

Address: Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 653
Los Angeles, CA 90012

Telephone: (213)974-1962

Facsimile: (213)617-1142

E-Mail Address: bwashington@counsel.lacounty.gov

COUNTY'S CONTRACT ADMINISTRATOR:

Name: Veritta Smith

Title: County's Contract Administrator

Address: Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 653
Los Angeles, CA 90012

Telephone: (213)974-0718

Facsimile: (213)617-1142

E-Mail Address: vsmith@counsel.lacounty.gov

EXHIBIT F

PAGE 1 OF 2

CONTRACTOR ADMINISTRATION

CONTRACTOR NAME: AMERICAN LEGAL SUPPORT SERVICES, INC.
Contract NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: MICHAEL SCHWARTZ
Title: PRESIDENT
Address: 5503 CAHUENGA BLVD.
N. HOLLYWOOD, CA 91601
Telephone: 818/763-4900
Facsimile: MSCHWARTZ@ASSI.COM
E-Mail Address: 818/763-2110

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: ED SHENBERGER
Title: VICE PRESIDENT
Address: 5503 CAHUENGA BLVD.
N. HOLLYWOOD, CA 91601
Telephone: 818/763-4900
Facsimile: 818/763-2705
E-Mail Address: EDDIE@ASSI.COM

EXHIBIT F

PAGE 2 OF 2

Name: BRENDA HANNIS
Title: BRANCH MANAGER
Address: 5503 CANTERBURY BLVD.
N. HOLLYWOOD, CA 91601
Telephone: 818/763-4900
Facsimile: 818/763-2610
E-Mail Address: BHANNIS@AUSSI.COM

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: MICHAEL SCHWARTZ
Title: PRESIDENT
Address: 5503 CANTERBURY BLVD.
N. HOLLYWOOD, CA 91601
Telephone: 818/763-4900
Facsimile: 818/763-2610
E-Mail Address: MSCHWARTZ@AUSSI.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note This certification is to be executed and returned to County with Contractor's executed Contract Work cannot begin on the Contract until County receives this executed document)

Contractor NAME American Legal Support Services Contract No. _____

GENERAL INFORMATION

The contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the county The county requires the corporation to sign this contractor acknowledgement and confidentiality agreement

Contractor ACKNOWLEDGEMENT:

Contractor understands and agrees that the contractor employees, consultants, outsourced vendors and independent contractors (Contractor's staff) that will provide services in the above referenced agreement are contractor's sole responsibility Contractor understands and agrees that Contractor's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of Contractor's staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract Contractor understands and agrees that Contractor's staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Contractor and Contractor's staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County In addition, Contractor and Contractor's staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records Further, Contractor and Contractor's staff may also have access to information which is protected by the attorney-client privilege. Contractor and Contractor's staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's staff for the County

Contractor and Contractor's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles Contractor and Contractor's staff agree to forward all requests for the release of any data or information received to County's Contract Administrator

Contractor and Contractor's staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's staff under the above-referenced contract Contractor and Contractor's staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information Contractor and Contractor's staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's staff shall keep such information confidential. Without limiting the foregoing, Contractor and Contractor's staff agree that the attorney-client privilege applies to information to which Contractor and Contractor's staff may have access, and Contractor and Contractor's staff shall be bound by the California State Bar Rules of Professional Conduct with respect to the such information

Contractor and Contractor's staff agree to report any and all violations of this Agreement by Contractor and Contractor's staff and/or by any other person of whom Contractor and Contractor's staff become aware.

Contractor and Contractor's staff acknowledge that violation of this Agreement may subject Contractor and Contractor's staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Daily Court Filing and Related Services

SIGNATURE
PRINTED NAME
POSITION

E. Amburn
CD STENBERGER
VICE PRESIDENT

DATE 08/01/08

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
Contractor EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A Contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A Contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
 - 3. A purchase made through a state or federal Contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
Contractor EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a Contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
Contractor EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the Contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 1. Has ten or fewer employees during the Contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

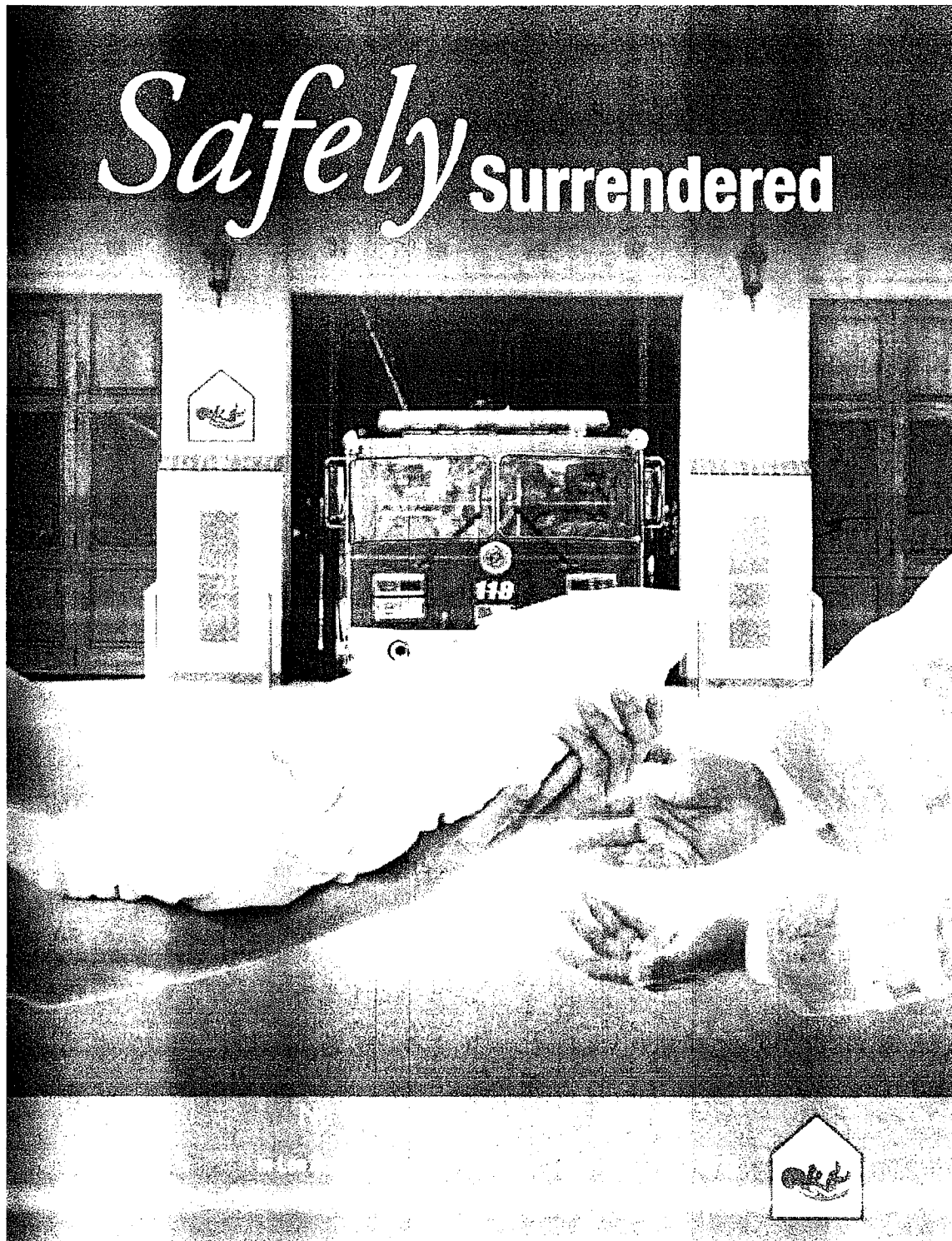
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW



Safely surrendered

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222-9723
www.babysafe.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

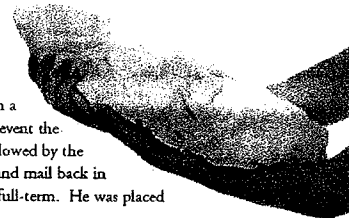
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

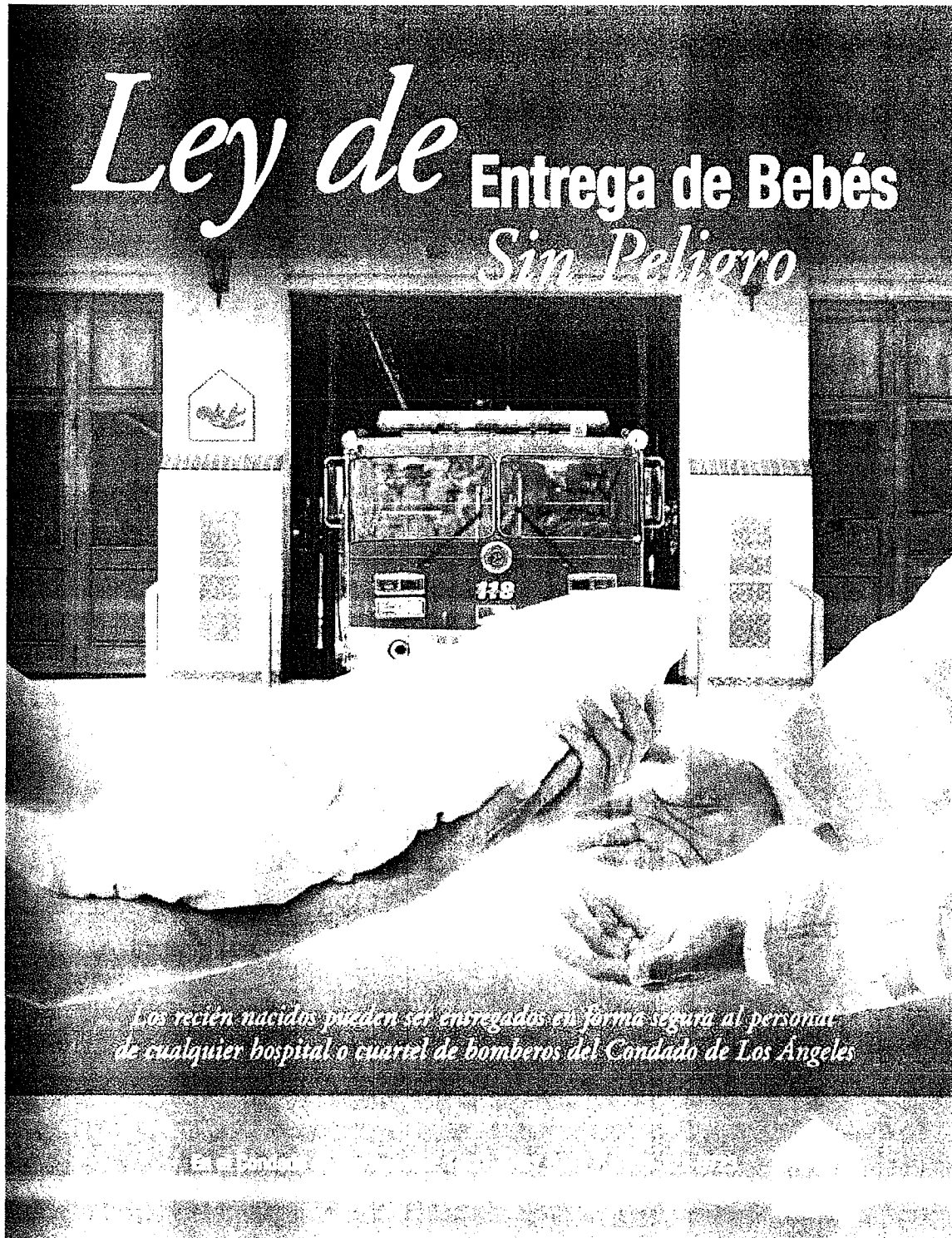
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babyantela.org

Ley de Entrega de Bebés

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido o menor tiene la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a su recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un niño nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



TECHNICAL EXHIBIT J
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Daily Court Filing and Related Services

**OFFICE OF THE COUNTY COUNSEL
COURT FILING INSTRUCTION SHEET**

DATE:

DIVISION:

ATTORNEY:

EXTENSION:

SECRETARY:

EXTENSION:

CASE NAME:

CASE NO.:

DOCKET NO.:

SERVICE REQUIRED

FILING

SPECIAL REQUEST

LOCAL

OTHER

LOCATIONS

U.S. DISTRICT

SUPREME COURT

SUPERIOR COURT

CRIMINAL COURTS BLDG.

MUNICIPAL COURT

HALL OF RECORDS

BANKRUPTCY COURT

COURT OF APPEAL

OTHER/OUTER

BRANCH:

DEPARTMENT / DIVISION / ROOM:

ADDRESS:

SPECIAL REQUEST

PICK UP

DROP OFF

COPIES

SPECIAL INSTRUCTIONS:

CONFORMING / DATE STAMP

Technical Exhibit L

CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT FORM

DATE: _____

Requestor's Name: _____

Phone Extension: _____

Division: _____

VENDOR INFORMATION

Vendor Company Name: _____

Vendor Personnel Involved: _____

TYPE OF SERVICE (CHECK ONE)

☐ COPY/ SCANNING

☐ MESSENGER

☐ SUBPOENA

☐ COURT FILING

☐ SERVICE OF PROCESS

☐ OFF-SITE STORAGE & RETRIEVAL

Date Of Request: _____

Time Of Request: _____

Deadline/ Timeframe Given: _____

STATUS OF REQUEST (CHECK ONE) :

☐ COMPLETED

☐ NOT COMPLETED

COMPLAINT (BRIEF EXPLANATION):

Technical Exhibit M
COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	<p>Kenneth Hahn Hall of Administration Room 605 500 W. Temple Street Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Executive Office</i> - <i>Administrative Services Bureau</i> - <i>General Litigation Division</i> - <i>Government Services Division</i> - <i>Health Services Division</i> - <i>Labor & Employment Division</i> - <i>Law Enforcement Division</i> - <i>Litigation Cost Division</i> - <i>Property Division</i> - <i>Public Works Division</i> - <i>Social Services Division</i> - <i>Contract Services Division</i>
Field Locations	<p>Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754</p> <ul style="list-style-type: none"> - <i>Dependency Division</i> <p>Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754</p> <p>World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071</p> <ul style="list-style-type: none"> - <i>Probate Division</i> - <i>Workers' Compensation Division</i> <p>Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065</p> <p>Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Transportation Division</i>

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

Technical Exhibit N
DIRECTORY OF SOUTHERN CALIFORNIA COURTS

CENTRAL DISTRICT COURTS

COURT	ADDRESS	PHONE
Superior Court	111 N. Hill St., Los Angeles	(213) 974-5181
U. S. District Court	312 N. Spring St., #G-8, Los Angeles	(213) 894-3535
Bankruptcy Court	Edward R. Roybal Federal Bldg., 255 E. Temple St., Los Angeles	(213) 894-3118
Court of Appeals	300 S. Spring St., Fl. 2, N. Tower, Los Angeles	(213) 830-7000
California Supreme Court	Ronald Reagan Bldg., 300 S. Spring St., Flr. 2, Los Angeles	(213) 830-7570

SUPERIOR AND DISTRICT COURTS

1. Los Angeles County

COURT	ADDRESS	PHONE
Airport	11701 S. La Cienega Blvd.	(310) 727-6560
Alhambra	150 W. Commonwealth Ave.	(626) 308-5521
Antelope	42011 4 th St., West, Lancaster	(661) 974-7200
Bellflower	10025 E. Flower St.	(562) 804-8025
Beverly Hills	9355 Burton Way ,	(310) 860-0070
Burbank	300 E. Olive St.	(818) 557-3482
Catalina	215 Summer Ave., Avalon	(310) 510-0026
Central Civil West	600 S. Commonwealth	(213) 351-8204
Chatsworth	9425 Penfield Ave.	(818) 576-8506
Compton	200 W. Compton Blvd.	(310) 762-9100
Culver	4130 Overland Ave.	(310) 202-3120
Downey	7500 E. Imperial Highway	((562) 803-7057
East Los Angeles	214 S. Fetterly Ave.	(213) 780-2055
Edelman, Edmund D. Children's Court (Monterey Park)	201 Centre Plz. Dr., # 3, Monterey Park	(323) 526-6330
El Monte	11234 E. Valley Blvd.	(626) 575-4104
Glendale	600 E. Broadway	(818) 500-3551
Hollywood	5925 Hollywood Blvd.	(323) 856-5747

Los Angeles County, continue

COURT	ADDRESS	PHONE
Huntington Park	6458 Miles Ave.	(323) 586-6351
Inglewood	One Regent St.	(310) 419-5132
Long Beach	415 W. Ocean Blvd.	((562) 491-6201
Los Padrinos	7281 E. Quill Drive, Downey	(562) 940-8813
Malibu	23525 Civic Center Way	(310) 317-1335
Metropolitan	1945 S. Hill St.	(213) 742-1884
Norwalk	12720 Norwalk Blvd.	(562) 807-7340
Pasadena	300 E. Walnut St.	(626) 356-5684
Pomona (North)	350 W. Mission Blvd.	(909) 620-3201
Pomona (South)	400 Civic Center Plz.	(909) 620-3006
Redondo Beach	117 W. Torrance Blvd.	(310) 798-6891
San Fernando	900 Third St.	(818) 898-2655
Santa Clarita	23747 W. Valencia Blvd., Valencia	(661) 253-7316
Santa Monica	1725 Main St.	(310) 260-3641
Torrance	825 Maple Ave.	(310) 222-8808
Van Nuys	6230 Sylmar Ave.	(818) 374-2171
West Los Angeles	1633 Purdue Ave.	(310) 312-6545
Whittier	7339 S. Painter Ave.	(562) 907-3127

2. San Bernardino County

COURT	ADDRESS	PHONE
SUPERIOR COURT		
Court Executive Office & Administration	172 W. Third St., Fl. 2	(909) 387-6500
Appeals & Appellate Division	401 N. Arrowhead Ave.	(909) 387-4758
DISTRICT COURTS		
Barstow	235 E. Mountain View Ave.	(760) 256-4817
Big Bear	477 Summit Blvd.	(909) 866-0150
Central	351 N. Arrowhead	(909) 387-4774
Chino	13260 Central Ave.,	(909) 356-5337
Fontana	17780 Arrow Route	(909) 356-6473
Joshua Tree	6527 White Feather Rd.	(760) 366-4017
Needles	1111 Bailey Ave.	(760) 326-9245

San Bernardino County, continue

COURT	ADDRESS	PHONE
DISTRICT COURTS		
Rancho Cucamonga	8303 No. Haven Ave.	(909) 945-4131
Redlands	216 Brookside Ave.	(909) 798-8550
Twin Peaks	26010 State Highway 189	(909) 336-0620
Victorville	14455 Civic Drive	(760) 243-8683

3. Orange County

SUPERIOR COURT	ADDRESS	PHONE
Central Justice Center	700 Civic Center Dr., West, Santa Ana	(714) 834-4735
Harbor Justice Center	4601 Jamboree Rd., Newport Beach	(949) 476-4699
Lamoreaux Justice Center	341 The City Drive, Orange	(714) 935-7000
North Justice Center	12725 N. Berkeley Ave., Fullerton	(714) 773-4555
West Justice Center	8141 13 th St., Westminster	(714) 896-7111

3. Orange County

SUPERIOR COURT/DIVISION	ADDRESS	PHONE
Main Courthouse	Hall of Justice, 800 S. Victoria Ave.	(805) 654-2965
East County Division	3855-F Alamo St., Simi Valley	(805) 582-8086
Juvenile Division	4353 Vineyard Ave., Oxnard	(805) 981-5977

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

Technical Exhibit O
COURT FILING PROCEDURES
SPECIFIC RESPONSIBILITIES

CONTRACTOR'S COURT FILER

1. Pick up all court filings from requesting Management/ Division Secretary/ Legal staff.
2. Examine the Instruction Sheet attached to each filing and/or special request for completeness and filing type.
3. For civil court filings, consult County's Contract Administrator or designee, or the requesting Secretary, Paralegal, Attorney or Division Secretary, if there are any questions.
4. File civil documents in central district and outer branch courts as instructed.
5. Forward conformed copy of document(s) to County's Contracts Administrator or designee.
6. If a problem occurs while filing a document, notify the County's Contracts Administrator or designee, or the Secretary specified on the Instruction Sheet
7. If the County's Contract Administrator, his/her designee, or the Secretary specified on the Instruction Sheet are unavailable, notify any one of the following of the problem:
 - Paralegal
 - Attorney or alternate
 - Division Secretary
 - Division Chief
8. Obtain a decision from any one of the County staff named in steps 6 and 7 above on how to resolve the problem.
9. if the decision is not to file, proceed to do the following :
 - Note reason for not filing document on Instruction Sheet.
 - Return Instruction Sheet and document(s) to County's Contracts Administrator or designee.

COUNTY'S CONTRACTS ADMINISTRATOR/ DESIGNEE

1. File Instruction Sheet for reference.
2. Forward civil document(s) to appropriate attorney.